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Prepared by and return to:
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**AMENDED AND RESTATED AMENDMENT
TO
DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS, AND EASEMENTS
OF
HARBOUR ISLAND AT MARSH LANDING**

THIS AMENDED AND RESTATED AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS OF HARBOUR ISLAND AT MARSH LANDING (the "Amended and Restated Amendment") is made the 28th day of October, 2003, by Fletcher Realty III, Inc., a Florida corporation (the "Developer").

Recitals

1. The Developer is the developer of certain real property referred to as "Harbour Island", which real property is located within a planned residential community located in St. Johns County, Florida, commonly referred to as "Harbour Island at Marsh Landing".

2. The real property located within Harbour Island at Marsh Landing is subject to all of the terms and conditions set forth in the Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing dated April 22, 1993 and recorded on June 23, 1993 at Official Records Book 997, page 1273 of the public records of St. Johns County, Florida, as amended by that certain First Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated November 5th, 1993 and recorded on March 3, 1994 at Official Records Book 1040, page 1440 of the public records of St. Johns County, Florida, as amended by that certain Second Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated January 10, 1996 and recorded on February 14, 1996 at Official Records Book 1155, page 384 of the public records of St. Johns County, Florida, as amended by that certain Third Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated April 24, 1997 and recorded on June 17, 1994 at Official Records Book 1246, page 477 of the public records of St. Johns County, Florida, as amended by that certain Fourth Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated March 12, 1998 and recorded on April 1, 1998 at Official Records Book 1307, page 996 of the public records of St. Johns County, Florida, as further amended and as further supplemented from time to time (collectively, the "Declaration").

3. The real property within Harbour Island at Marsh Landing is part of the Marsh Landing at Sawgrass subdivision ("Marsh Landing"), and as such is subject to the terms and conditions of the Amended and Restated Declaration of Community Covenants for Marsh Landing at Sawgrass dated September 12, 2002 and recorded at Official Records Book 1817, page 1555 of the public records of St. Johns County, Florida, as amended and supplemental from time to time (the "Master Declaration").

4. Pursuant to the provisions of Section XVII.3 of the Declaration, so long as the Developer owns a Lot, the Developer reserves the right, without the consent and joinder of any Owner, Mortgagee or the Association to amend the Declaration to "(a) cure any ambiguity in or inconsistency between the provisions contained in the Declaration, (b) to include in any ... instrument... any additional covenants, restrictions or easements contained in [the] Declaration,... and (f) as the Developer may deem necessary or convenient to supplement the terms and conditions of the Declaration".

5. In accordance with the provisions of Section XVII.3 of the Declaration, the Developer desires to amend and restate the prior amendments to the Declaration for the purpose of incorporating all prior amendments into a single document and to make certain additional amendments to the Declaration as more fully set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer declares:

1. **General.** Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Declaration.

2. **Definitions.** The following definitions set forth in Article I of the Declaration are amended and restated in their entirety as follows:

I.14 "**Lagoon System**" means and refers to the lands designated on the Plats as tracts of land with the letter "L" and a number which have been improved as an inland waterway and a yacht basin, providing docking facilities for vessels and access to the Intracoastal Waterway, all as more fully described in Article IX hereof.

I.17 "**Master Declaration**" has the meaning set forth in Recital 3 of this Amended and Restated Amendment. The Master Declaration sets forth certain additional obligations of Owners of Lots as members of the Master Association.

I.24 "**Yacht Mooring Slip**" shall mean and refer to a portion of the Lagoon System that is designated for the exclusive use of an Owner for the docking of such Owner's vessel. Yacht Mooring Slips are subject to two types of ownership: (a) Appurtenant Yacht Mooring Slips (as more particularly described in Section X.1) are those Yacht Mooring Slips that are or may be an appurtenance of ownership of a Lot as more particularly described in Section X.1 and (b) Yacht Basin Mooring Slips (as more particularly described in Section X.2) are those Yacht Mooring Slips that are located in the Yacht Basin and that are reserved by the Developer. References to "Yacht Mooring Slips" shall include Appurtenant Yacht Mooring Slips and Yacht Basin Mooring Slips, unless set forth to the contrary. Further, all references in the Declaration to a "Marina Yacht Mooring Slip" shall be deemed to refer to a Yacht Basin Mooring Slip.

I. 25 “Yacht Basin” is part of the Lagoon System. All references in the Declaration to “marina” or “Marina” shall mean and refer to the Yacht Basin.

I.26 “Yacht Basin Mooring Slip” are those Yacht Mooring Slips that are located in the Yacht Basin and that are reserved by the Developer for use as provided in Section X.2. All references in the Declaration to “marina yacht mooring slip” or “Marina Yacht Mooring Slip” shall mean and refer to the Yacht Basin Mooring Slip(s).”

3. **Architectural Control and Architectural Review Board.** The Architectural Review Board, as defined in Section V.1 and used throughout Article V and the Declaration, shall mean and refer to the Architectural Review Board for the Master Association. To the extent there is any inconsistency between the terms and conditions of the Declaration and the terms and conditions of the Master Declaration with respect to ARB matters, including without limitation powers and duties of the ARB and procedure for approval of plans, the terms and conditions of the Master Declaration shall control. Further, the disclaimer of liability set forth in Section V.5(d) shall include the Master Association.

4. **Architectural Planning Criteria – Building Type.** Section V.6(a) (Set Back Restrictions) is amended to provide that a private enclosed garage must be for not less than two (2) cars and not more than five (5) cars.

5. **Architectural Planning Criteria – Set Back Restrictions.** Section V.6(c) (Set Back Restrictions) is amended and restated in its entirety as follows:

“V.6(c) Set Back Restrictions. The set back restrictions are established with respect to the construction of livable, enclosed, heated floor area of any Dwelling Units and shall be made by the ARB in accordance with any applicable governmental regulations. The minimum set back lines shall be:

(1) Units One and Five

(A) Front Set Back Lines - 35 feet measured from front lot line.

(B) Side Set Back Lines - 15 feet from side lot lines.

(C) Back Set Back Lines - 30 feet from rear lot line or from top of bank on lake lots or from wetland boundary on marsh lots abutting the wetland preserve.

(D) Corner Lots - 25 feet on each side that faces the roads, as measured from the lot lines.

(2) Units Three and Four. The set back lines for Lots in Units Three and Four vary from Lot to Lot and shall be in accordance with the schedule set forth in **Exhibit A** attached hereto and made a part hereof.

(3) Harbour Island Estates. The set back lines for the Lots in the Harbour Island Estates vary from Lot to Lot and shall be in accordance with the schedule set forth in **Exhibit B** attached hereto and made a part hereof.

(4) Harbour Island Estates II. The set back lines for the Lots in Harbour Island Estates II will vary from Lot to Lot based on the shape, depth and size of the applicable Lot and shall be in accordance with the recorded plat for Harbour Island Estates II.

Notwithstanding the foregoing, the adoption of the foregoing set back restrictions shall be applicable to all construction commenced after the recording of this Amendment and will not be enforced retroactively with respect to any Dwelling Unit constructed on the date of recording this Amendment.

The ARB may grant waivers of a set back restriction for an individual Lot (provided it is permitted under governmental regulations) where in its opinion and sole discretion, taking into consideration the preservation of trees, the maintenance of overall aesthetics in the area or such other reasons as the ARB may deem beneficial or advisable and the ARB may consider the overall effect if the building plot incorporates more than one Lot."

6. **Architectural Planning Criteria - Garages and Automobile Storage.** Section V.6(h) (Set Back Restrictions) is amended to further provide that a five (5) car garage may have five (5) individual overhead doors, each a minimum of ten (10) feet in width.

7. **Architectural Planning Criteria - Landscaping.** Section V.6(m) (Landscaping) is amended and restated in its entirety as follows:

"V.6(m)Landscaping. A basic landscaping plan as prepared by a licensed landscape architect for each Lot will be submitted to and approved by the ARB prior to initial construction and development therein. The ARB may, in its sole discretion, require posting a deposit or other assurance of completion of the landscaping as a part of its architectural approval. The plan shall call for landscaping improvements, exclusive of sodding and sprinkling systems. It shall be the goal of the ARB in the approval of any landscape plan and layout plan to preserve all natural vegetation where possible. The Architectural Planning Criteria shall set forth a formula for determining the minimum expenditure and level of landscaping for a Lot. These minimums and specifications may be changed from time to time and all Owners shall be required to carefully review such Architectural Planning Criteria as are in effect at the time of construction of a Dwelling Unit."

8. **Use Restrictions and Easements - Maintenance.** Section VI.2 (Maintenance) is amended and restated in its entirety to read as follows:

"Maintenance.

(a) Lots.

(i) Maintenance Obligations. Owners shall, at all times, maintain all Lots, including vacant Lots and any improvements placed thereon, and all property immediately contiguous to the Lots along drainage ditches, canals, easements and rights-of-way, in a neat and attractive condition, and Owners shall maintain the landscaping on their Lots, substantially as shown on the approved plans. Owners of improved Lots shall install and maintain their lawns to the edge of the paving, including any property located within the right-of-way. Further, each Lot Owner covenants and agrees to mow his or her Lot (or have it mowed) not less frequently than once every thirty (30) days during the months of March through October and once every sixty (60) days during the months of November through February. No outside burning of wood, leaves, trash, garbage or household refuse is permitted at any time.

(ii) Enforcement of Maintenance Obligations. In order to effectively implement effective control of the obligations set forth in (a) above, the Developer, the Association, the ARB and the Master Association, shall have the right, after providing an Owner with ten (10) days prior written notice, to enter upon any Lot for the purpose of mowing, pruning, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash, which in the reasonable opinion of the Developer, the Association, the ARB and/or the Master Association, detracts from the overall beauty and safety of the Property and/or Marsh Landing. Such entrance upon a Lot for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day, excluding Sunday, and such entrance shall not be deemed a trespass. The Developer, the Association, the ARB and/or the Master Association may charge the Owner a reasonable cost for such services, which charge shall constitute a Specific Special Assessment upon the Lot, enforceable by appropriate proceeding at law or in equity. The provisions of this Section VI.2(a)(ii) shall not be construed as an obligation on the part of the Developer, the Association, the ARB and/or the Master Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

(b) Vessels.

(i) Maintenance Obligations. Owners shall, at all times, maintain any and all vessels traveling on or moored in the Lagoon System in a sea worthy condition, in good order and repair and in a clean, orderly, nuisance-free and sightly manner. An Owner shall not allow a vessel to become unsightly or to become a hazard to the health or safety of others.

(ii) Enforcement of Maintenance Obligations. In order to effectively implement effective control of the obligations set forth in (a) above, the Developer, the Association, the ARB and the Master Association, shall have the right, after providing an Owner with ten (10) days prior written notice, to perform such maintenance or repair necessary to return the vessel to good repair and condition or to remove (or have removed) the vessel from the Lagoon System.

(c) Yacht Mooring Slips.

Maintenance obligations regarding the Yacht Mooring Slips are set forth in Section X.3 of the Declaration.”

9. **Article VIII - Stormwater Management System.** Article XII (Wetlands, Drainage and Permitting) of the Master Association Covenants provides that the Master Association is responsible for maintenance and other obligations relating to the Stormwater Management System (as defined in the Master Association Covenants) for the real property subject to the Master Association Covenants. Accordingly, the Association referred to in Article VIII (Stormwater Management System) of the Declaration, shall mean and refer to the Master Association. In accordance with Section XI.4 of the Declaration, the Master Association has joined in and consented to the terms and conditions of this document with respect to acknowledging its rights and obligations as to the Stormwater Management System

10. **Lagoon System.** Article IX is amended and restated in its entirety as follows:

"IX. LAGOON SYSTEM

IX.1 Lagoon System Components. The Lagoon System consists or will consist of tracts of land as depicted on the Plats that are designated with the letter "L" and such other parcels of land within the plats as may be conveyed by the Developer to the Association and designated as a part of the Lagoon System. If any parcels of the "L" tracts are not improved as a part of the Lagoon System, such parcels may be conveyed to the Adjacent Owner (as defined in Article VIII.2 of the Declaration) or to the Association. Tracts designated with the letter "L" have been or will be conveyed to the Association, subject to the following:

- a. The reserved easement of the Developer, its successors, assigns, designees, Mortgagees and Lenders for ingress, egress, use and enjoyment of the Lagoon System on such conditions and on such terms as Developer specifies;
- b. An easement for ingress and egress, use and enjoyment of the Lagoon System for all Owners, their families and tenants subject to the restrictions hereinafter set forth and the rules and regulations, from time to time, of the Association;
- c. A perpetual easement for the use of a Yacht Mooring Slip, which easements have been and will be granted to specific Owners by the Developer, as more fully described in Article X.

IX.2 Lagoon Permits. The construction and operation of the Lagoon System, which permits entry to the Intracoastal Waterway is subject to a number of permits, easements and other approvals issued by various governmental agencies (collectively, the "Permits"), which by reference, are incorporated herein to the same extent as if they were set forth in their entirety. It is the obligation of the Developer to construct the Lagoon System in accordance with the Permits. Upon completion of the Lagoon System, the Association shall be the entity responsible for the ongoing maintenance of the Lagoon System and for assurance that its operation remains in full compliance with the Permits. The Developer shall assign the Permits, together with all applicable documentation, to the Association. The Association shall then undertake the responsibility of renewing the Permits as necessary. The Declaration contains a description of some of the conditions and requirements of the Permits. To the extent that the terms of the Permits are modified or the provisions herein are deemed to be inconsistent with the terms of the Permits, the terms of the Permits as modified from time to time shall prevail.

IX.3 Water Quality Monitoring Program. The Association agrees to maintain and continue any quality assurance plan that is required under the Permits or applicable laws. Upon request, the Association agrees to furnish all records and plans required by appropriate governmental agencies. The retention period for all records will be extended automatically unless otherwise stipulated by the appropriate governmental agencies during the course of any unresolved enforcement action. The Association shall retain, at its offices, all required monitoring information, copies of all reports required by the Permits and records of all data used to obtain the Permits. The time period of retention shall be at least three years from the date of the sample, measurement report or application unless otherwise specified by agency rule. Monitoring, to the extent required, will be undertaken pursuant to the Permits.

IX.4 Use Restrictions. Owners shall be permitted to use the Lagoon System and store their vessels therein. Storage shall be in compliance with Article X of the

Declaration. The following restrictions shall apply to any and all watercraft using the Lagoon System.

- a) No activities constituting major repair or maintenance of watercraft, including major engine repair, sanding and painting, shall be permitted within the Lagoon System.
- b) The discharge of sewage, bilge, fuel or other contaminants from watercraft in the Lagoon System is prohibited.
- c) The use of detergents containing phosphates for the purpose of cleaning watercraft within the Lagoon System is prohibited. All detergents used for such purpose shall be approved by the Association and a list of approved detergents shall be maintained by the Association for distribution to interested owners and operators.
- d) All watercraft shall be operated at "no wake/dead idle speed" while in the Lagoon System.
- e) No swimming or bathing shall be permitted in the Lagoon System.
- f) No personalized, motorized watercraft, including without limitation, jet skis or similar equipment, shall be permitted in the Lagoon System.
- g) All engines on boats used within the Lagoon shall have a muffler or noise muffling device so as to not disturb the serenity and tranquility of the Harbour Island community. The use of "through the hull" exhaust systems shall be permitted only if noise restrictors are integrated into the exhaust system.

IX.5 Manatee Protection. Developer shall initially install and the Association shall repair, replace and maintain manatee awareness signs at permanent locations at the docking and launching facilities as required by the Permits. A permanent informational display must be installed and maintained in accordance with the Permits at the Yacht Basin. All such signs and informational displays must be maintained in accordance with the Permits in a manner which is approved by the Department of Environmental Protection. All Owners are advised that there are civil and criminal penalties for harming, harassing, or killing manatees and to the extent that the Developer, Association or Master Association is held responsible for a manatee harmed, harassed or killed as a result of the actions of an Owner(s), its family, guests or invitees, the Owner shall indemnify and hold the Developer, the Association and the Master Association harmless from any and all costs and expenses in connection therewith, including without limitation, reasonable attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy or in post-judgment collection.

IX.6 Control of Yacht Basin. Although the Developer has conveyed the bottom of the Lagoon System to the Association (pursuant to Quit Claim Deed recorded at Official Records Book 1872, page 1527 of the public records of St. Johns County and Corrective Quit Claim Deed recorded at Official Records Book 1908, page 1347 of the public records of St. Johns County and Quit Claim Deed (Marina and Dockage Related Facilities) recorded at Official Records 1872, page 1539 of the public records of St. Johns County) (collectively, the "Lagoon Deeds"), the Developer has reserved (a) certain easements and use rights, together with the right to assign such

easements and use rights, over the Yacht Mooring Slips and (b) the right to receive and be entitled to any consideration to be paid for the assignment of the easements and use rights.

IX.7 Fuel and Spill Prevention. To the extent required by the Permits and applicable laws, the Association agrees to maintain and review a Fuel Spill Cleanup and Contingency Plan ("Plan") in accordance with the terms of the Permits.

11. **Yacht Mooring Slips.** Article X is amended and restated in its entirety as follows:

"X. YACHT MOORING SLIPS

X.1 Use of Appurtenant Yacht Mooring Slips.

(a) As a part of the acquisition of a Lot, each Owner is intended to receive a perpetual exclusive easement of use and enjoyment of an Appurtenant Yacht Mooring Slip in the manner more fully set forth hereinafter and as set forth in the deed conveying the Lot or in a separate easement instrument. This easement is or will be an appurtenance running with the ownership of the Lot and may not be transferred, sold or leased, except in strict compliance with the terms and conditions of Section X.5 of this Declaration. After the easement has been granted to an Owner, no person or entity including without limitation, the Developer or Association may terminate the easement without the consent of the Owner, which consent may be withheld for any reason.

(b) The Lot Owner's interest in the Appurtenant Yacht Mooring Slip is a use easement only. The Association shall own the bottom of the Lagoon System. Provided, however, once conveyed, no person or entity including without limitation, the Developer or Association may terminate this easement without the consent of the Owner, which consent may be withheld for any reason. The Owner may mortgage or encumber the easement.

(c) No change or modification of Appurtenant Yacht Mooring Slips or permitted improvements thereto may be made without the consent of the ARB.

(d) It is understood and acknowledged that during the construction of the Lagoon System, there may not be Yacht Mooring Slips completed for all developed Lots and in such event Owners of Lots that do not abut the Lagoon System may be temporarily assigned a Yacht Mooring Slip or may not be assigned a Yacht Mooring Slip. Upon completion of the Yacht Mooring Slip to be appurtenant to such Lot, the use right for the Yacht Mooring Slip shall be assigned to such Owner and shall thereafter be nontransferable, except as set forth in Section X.5 of the Declaration.

(e) Within the Lagoon System there are three (3) types of Appurtenant Yacht Mooring Slips (Appurtenant Yacht Mooring Slips do not include Yacht Basin Mooring Slips):

(i) For Lots, the rear boundary of which abut the Lagoon System, the Appurtenant Yacht Mooring Slip will consist of a portion of the Lagoon System lying within an extension of the side Lot lines, for a width which shall be established from time to time by the Developer. (The precise width of the Appurtenant Yacht Mooring Slips shall be based upon the width of the

channel and no vessel shall be stored within the Lagoon System which obstructs passage of other vessels.)

(ii) For some Lots abutting the Intracoastal Waterway or located elsewhere in the development, access to the Appurtenant Yacht Mooring Slip will be given by virtue of the fee simple conveyance of or the granting of an access easement over all or a portion of a tract of land described with a number and the letter "A" on the applicable Plat. The Appurtenant Yacht Mooring Slip will consist of a portion of the Lagoon System lying within the side Lot lines of the portion of the Tract designated with an "A", for a width which shall be established from time to time by the Developer. (The precise width of the Appurtenant Yacht Mooring Slips shall be based upon the width of the channel and no vessel shall be stored within the Lagoon System which obstructs passage of other vessels.)

(iii) For the remainder of Lots, the Appurtenant Yacht Mooring Slips will be a tract of land in the Lagoon System including certain Yacht Mooring Slips within the Yacht Basin, described on the Plat thereof with the letter "S" (for example, the perpendicular slips shown on the Plat(s) as S-9 and S-10). (The precise width of the Appurtenant Yacht Mooring Slips shall be based upon the width of the channel and no vessel shall be stored within the Lagoon System which obstructs passage of other vessels.)

X.2 Yacht Basin Mooring Slips. Although the Developer has conveyed the bottom of the Lagoon System to the Association (pursuant to the Lagoon Deeds, the Developer has reserved (a) certain easements and use rights, together with the right to assign such easements and use rights, over the Yacht Mooring Slips and (b) the right to receive and be entitled to any consideration to be paid for the assignment of the easements and use rights. The Developer may convey its interest or grant easements in and to any or all of its right to the Yacht Basin Mooring Slips, to such persons or entities who are residents within Marsh Landing (including residents within Harbour Island II and Found Forest) and the Association, as it may deem necessary or convenient; provided however that the Developer agrees that prior to conveying or granting a Yacht Basin Mooring Slip easement to Marsh Landing residents who are not residents of Harbour Island at Marsh Landing, it will use its best efforts to convey such easements to residents within Harbour Island at Marsh Landing. Further, the Developer shall not lease the Yacht Basin Mooring Slips; provided however that any existing leases of the Yacht Basin Mooring Slips from Developer to a third party are exempt from the leasing restrictions set forth in this section and may continue in full force and effect. Further, the owners of Yacht Basin Mooring Slip easements who do not own a Lot will be Class C Members of the Association and shall pay Assessments as provided in Article IV of the Declaration. No change or modification of Yacht Basin Mooring Slips or permitted improvements thereto may be made without the consent of the ARB

X.3 Maintenance of Yacht Mooring Slips.

(a) The Developer has constructed a floating dock and appurtenant mooring pilings in connection with each Yacht Mooring Slip. Each Owner shall maintain, at its cost and expense, the dock and Yacht Mooring Slip, as constructed, in good repair and condition. In the event an Owner fails to maintain his Yacht Mooring Slip in good repair and condition, the Association, after giving written notice of its intent to do so may enter onto a Yacht Mooring Slip and perform repair and maintenance, the cost

of which shall be assessed against the Owner as a Specific Special Assessment. Further, except as set forth in Section XV.5, each Owner shall be responsible for obtaining and maintaining casualty insurance on its Appurtenant Yacht Mooring Slip.

(b) The Association shall maintain the Lagoon System bulkhead and Intracoastal Waterway bulkhead. The cost of the Lagoon System bulkhead maintenance shall be paid by the Owners as a part of the Annual Assessment, and the cost of the Intracoastal Waterway Bulkhead Assessment shall be subject to the Intracoastal Waterway Bulkhead Special Assessment.

X.4 Use Restrictions.

(a) Each Owner shall use his Yacht Mooring Slip so as to maintain the community standards within Harbour Island and so as not to create any nuisance or disturbance to Adjacent Owners (as defined in Article VIII.2 of the Declaration).

(b) Each Owner shall observe boating safety rules and regulations and operation, secure and maintain its vessel in accordance therewith and in accordance with all applicable governmental and quasi governmental rules and regulations.

(c) All equipment not stored within the vessel must be stored in a "dock box".

(d) All vessels operating within the Lagoon System will operate at a "dead idle/no wake" speed at all times.

X.5 Relinquishment or Exchange of Yacht Mooring Slip Easements.

In the event an Owner desires to relinquish the ownership of a Yacht Mooring Slip easement to the Developer, as long as the Developer owns a lot, or, thereafter, to the Association or to exchange Owner's Yacht Mooring Slip easement for another available Yacht Mooring Slip easement, Owner's existing easement for the Yacht Mooring Slip shall be terminated by agreement between Owner and the Developer, as long as Developer owns a Lot, and, thereafter, the Association. Owner may be granted the use of another Yacht Mooring Slip by the execution of a new easement between Owner and the Developer, as long as Developer owns a Lot, and, thereafter, the Association. Owner shall not be entitled to any compensation from the Developer or the Association for the relinquishment or exchange of a Yacht Mooring Slip easement. All costs, including the cost of preparing and recording any documents required by the Developer or the Association, shall be paid by Owner. At the time Developer, as long as Developer owns a Lot, and, thereafter, the Association, accepts the relinquishment and termination of a Yacht Mooring Slip easement by Owner, the Yacht Mooring Slip easement shall be free and clear of all liens or encumbrance as a result of Owner's ownership of the Yacht Mooring Slip easement."

12. **Replatted Lots.** Section 3 of the Second Amendment to the Declaration is amended and restated in its entirety as follows:

"The following Lots have been replatted:

Lots 20 - 29, The Harbour at Marsh Landing, Unit Three, according to plat thereof recorded in Map Book 24, pages 88 - 92 of the public records of St. Johns County, Florida, have been replatted as Lots 20 - 29, The Harbour at

Marsh Landing, Unit Three, Replat Number One, according to plat thereof recorded in Map Book 29, pages 63 - 67 of the public records of St. Johns County, Florida.

Lots 6 - 8, The Harbour at Marsh Landing, Unit Five, according to plat thereof recorded in Map Book 24, pages 28 - 102 of the public records of St. Johns County, Florida, have been replatted as Lots 6 - 8, The Harbour at Marsh Landing, Unit Five, Replat Number One, according to plat thereof recorded in Map Book 27, pages 73 -75 of the public records of St. Johns County, Florida.

Developer hereby confirms that the Lots, as replatted, remain subject to all terms and conditions of the Declaration and shall be held, transferred, sold, conveyed and occupied subject to the Declaration which is for the purpose of protecting the value and desirability of and which shall run with title to such Lots and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of the each Owner thereof."

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IN WITNESS WHEREOF, the Developer has caused these presents to be executed on the day and year first above written.

Witnesses:

Frank Trearow
Print Name: FRANK TREAROW

Frances F. Hutchinson
Print Name: Frances F. Hutchinson

FLETCHER REALTY III, INC.

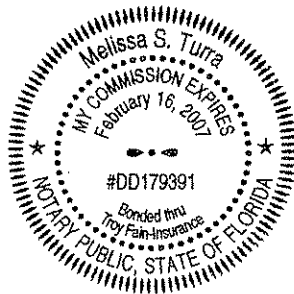
By: Paul Z. Fletcher
Paul Z. Fletcher, President

[CORPORATE SEAL]

Whose Address is:
4400 Marsh Landing Boulevard
Ponte Vedra Beach, Florida 32083

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 28th day of October, 2003 by Paul Z. Fletcher, the President of Fletcher Realty III, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.



Melissa S. Turra
Print Name: Melissa S. Turra
Notary Public State of Florida
My Commission expires: 2-16-07
Commission Number: DD179391

(SEAL)

The Master Association joins in and consents to the terms and conditions of this Amended and Restated Amended, as such terms and conditions relate to the Stormwater Management System.

MARSH LANDING AT SAWGRASS MASTER ASSOCIATION, INC., a Florida not-for-profit corporation

By: R. L. Molla
Print Name: R. L. Molla
Its: Pres.
Date: 11-17-03

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____, the _____ President of Marsh Landing at Sawgrass Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

Print Name: _____
Notary Public State of Florida
My Commission expires: _____
Commission Number: _____

(SEAL)

EXHIBIT A

HARBOUR ISLAND UNIT 3 BUILDING SETBACK REQUIREMENTS

LOT	FRONT	REAR	(FACING LOT)	
			RIGHT	LEFT
1.	15'	15'	ZERO side 6' or 12' open side 6"	
2.	15'	15'	12'	3'
3.	15'	15'	6"	3'
4.	15'	15'	ZERO side 6' or 12' open side 20'	
5.	15'	15'	12'	3'
6.	15'	15'	6"	3'
7.	15'	15'	3'	6"
8.	15'	15'	3'	12'
9.	15'	15'	3'	12'
10.	15'	15'	3'	12'
11.	15'	15'	6"	12'
12.	15'	15'	12'	6"
13.	15'	15'	12'	3'
14.	15'	15'	15'	3'
17.	15'	15'	12'	3'
18.	15'	15'	12'	3'
20.	15'	15'	12'	3'
21.	15'	15'	12'	3'
22.	15'	15'	12'	3'
23.	15'	15'	12'	3'
24.	15'	15'	12'	3'
25.	15'	15'	12'	3'
26.	15'	15'	12'	3'
27.	15'	15'	12'	3'
28.	15'	15'	12'	3'
29.	15'	15'	6"	3'

HARBOUR ISLAND UNIT 4 BUILDING SETBACK REQUIREMENTS

LOT	FRONT	REAR	(FACING LOT)	
			RIGHT	LEFT
1.	15'	15'	6"	ZERO SIDE 6' OR 12' OPEN SIDE
2.	15'	15'	12'	3'
3.	15'	15'	12'	3'
4.	15'	15'	6'	12'
5.	15'	15'	12'	3'
6.	15'	15'	12'	3'
7.	15'	15'	12'	3'
8.	20'	15'	20'	3'
9.	15'	15'	3'	10'
10.	15'	15'	3'	12'
11.	15'	15'	3'	12'
12.	15'	15'	6"	12'
13.	15'	15'	12'	6"
14.	15'	15'	12'	3'
15.	15'	15'	12'	3'
16.	15'	15'	12'	3'
17.	15'	15'	20'	3'

EXHIBIT B

**FLETCHER REALTY III
REVISED SEPTEMBER 16,1997**

SET BACK REQUIREMENTS FOR HARBOUR ISLAND ESTATES

LOTS	FRONT	REAR	SIDE
1	100'	40' from bulkhead or property line, see note below.	15'
2	100'	"	20'
3	100'	"	20'
4	150'	"	20'
5	200'	"	20'
6	250'	"	20'
7	250'	"	20'
8	250'	"	20'
9	250'	"	20'
10	250'	"	20'
11	200'	"	20'
12	200'	"	20'
13	250'	"	20'
14	250'	"	
15	ARB approval required		
16	100'	40'	30'
17	150'	40'	17.5'
18	150'	40'	20'
19	150'	40'	20'
20	200'	40'	South lake 40' / North
20'			
21	50'	40'	20'
22	50'	40'	20'
23	50'	40'	20'
24	50'	40'	South 40' / North 20'

Lots 1 through 20 - if a guest home of up to 1500 square feet is included then the front set back shall be reduced by 50 feet. i.e. if the set back for lot 4 is 150 feet and the plans include a guest house then the set back may be reduced to 100'.

Lots 1 through 14 are adjacent to the Intercoastal Waterway.

Some of the foregoing lots have an additional 40 feet or more of land between their back property line and the finished bulkhead; in these lots the building restriction line will be the same as the back property line. If there is less than 40 feet between the back property line and the bulkhead then the 40' minimum set back from the bulkhead will apply. Building restriction lines include swimming pools and swimming pool enclosures.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS' ASSOCIATION, INC.
A CORPORATION NOT-FOR-PROFIT**

The undersigned, being desirous of forming a corporation not for profit, does hereby form a corporation for the purposes and with the powers herein specified and do hereby agree to the following Articles of Incorporation:

ARTICLE I. NAME

The name of this corporation shall be:

HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS' ASSOCIATION, INC.,

(hereinafter referred to as the "Association").

ARTICLE II. LOCATION

The principal office of the Association is located at 4200 Marsh Landing Boulevard, Suite 200, Jacksonville Beach, Florida 32250

ARTICLE III. PURPOSES AND POWERS

The purpose and object of the Association shall be to exercise all of the rights, powers and duties granted to it under that certain Declaration of Covenants, Restrictions, Conditions and Easements for Harbour Island at Marsh Landing, as recorded in Official Records Book 997, page 1273 of the public records of St. Johns County, Florida, as amended by that certain First Amendment to Declaration of Covenants recorded at Official Records Book 1040, page 1440 of the public records of St. Johns County, Florida, as amended by that certain Second Amendment to Declaration recorded at Official Records Book 1155, page 384 of the public records of St. Johns County, Florida, as amended by that certain Third Amendment to Declaration recorded at Official Records Book 1246, page 477 of the public records of St. Johns County, Florida, as amended by that certain Fourth Amendment to Declaration and recorded at Official Records Book 1307, page 996 of the public records of St. Johns County, Florida, , as amended by that certain Amended and Restated Amendment to Declaration of even date herewith to be recorded in the public records of St. Johns County, Florida, as further amended and as further supplemented from time to time (collectively, the "Declaration"). as well as all other rights, powers and duties which may be granted to it by Fletcher Realty III, Inc. (the "Developer"), these Articles or the By Laws for the Association. The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it formed are (i) to provide for the acquisition, construction, management, maintenance and care of the Common Property, (ii) to provide for architectural control over the lands which are from time to time subjected to the Declaration ("Property"), (iii) to operate, maintain and manage the portion of the Stormwater Management System that serves the Property in a manner consistent with the permit requirements and applicable rules of the St. Johns River Water Management District, (iv) to assist in the enforcement of the covenants, conditions, restrictions and easements contained in the Declaration, (v) to undertake such other duties and powers as are set forth in the Declaration, Articles and Bylaws, and (vi) in furtherance of any of the foregoing, the Association may

engage in any activity permitted to a corporation not-for-profit under Chapter 617, Florida Statutes, 2003, unless otherwise prohibited by the Articles or Bylaws.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code") and no part of the assets of this Association shall inure to the benefit of the any individual Member or other person. The Association may, however, reimburse its members for actual expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association as permitted by Section 528 of the Code and other applicable provisions of the Code and federal and state law.

All capitalized terms herein are defined in the Declaration.

ARTICLE IV. MEMBERSHIP

Every person or entity who is a record Owner of a Lot or a Yacht Basin Mooring Slip shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. There shall be three classes of membership. The Class A members shall be all persons or entities who own a Lot, with exception of Developer. The Class B member shall be the Developer and any successor or assign to which it specifically assigns in writing its rights under the Declaration. The Class C members shall be those persons or entities owning or having an easement to use a Yacht Basin Mooring Slip, which is not subject to an easement in favor of the Owner of a Lot.

The Class B membership shall terminate upon the happening of one of the following events, which ever shall first occur:

- A. when the Developer no longer owns any Lot or Yacht Basin Mooring Slips or any part of the Additional Property;
- B. December 31, 2023;
- C. when the Developer, in its sole discretion, determines to terminate its Class membership.

Class A and Class C Memberships shall be appurtenant to the ownership of the Lot or Yacht Basin Mooring Slip respectively and shall not be separated therefrom. The interest of a Member in the funds and assets of the Association can not be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Lot or Yacht Basin Mooring Slip owned by such Member.

ARTICLE V. VOTING RIGHTS

When entitled to vote, each Lot and Yacht Basin Mooring Slip shall be assigned one (1) vote. Until such time as the Class B Membership terminates, the Class B Member shall be vested with the sole voting rights of the Association. The Class A and C Members shall have no voting rights. If an Owner owns more than one (1) Lot or Yacht Basin Mooring Slip, such Owner shall be entitled to one (1) vote for each Lot or Yacht Mooring Slip. Provided however, if an Owner owns a Lot and all or a part of the adjacent Lot, which it occupies as a single building plot, the Owner shall have only one (1) vote. Owners of Lots with Appurtenant Yacht Mooring Slips shall have only one vote for its Lot and Appurtenant Yacht Mooring Slip combined.

ARTICLE VI. SUBSCRIBER

The name and address of the subscriber to these Articles is:

Frank Treadwell 1548 The Greens Way, Suite 4

 Jacksonville Beach, Florida 32250

ARTICLE VII. MANAGEMENT

The affairs and business of the Association shall be managed by a Board of Directors and by the following officers: President, Vice President, Secretary and Treasurer, and such other officers as the Board of Directors shall appoint. These officers shall be elected by the Board of Directors at the first meeting of the Board of Directors following the annual meeting of the Association. The President shall be a director but no other officer need be a director. The same person may hold two offices, the duties of which are not incompatible, provided however, the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary and Assistant Secretary be held by the same person.

ARTICLE VIII. INITIAL OFFICERS

The persons who are to serve as officers of the Association until their successors are chosen are:

<u>Officer</u>	<u>Name</u>
President	Paul Z. Fletcher
Vice President	Frank Treadwell
Secretary	Frances Hutchison

ARTICLE VIII. BOARD OF DIRECTORS

A. The business affairs of this Association shall be managed by the Board of Directors. Each member of the Board of Directors shall be entitled to one vote. The Association shall have at least three (3) but no more than nine (9) directors.

B. The names and addresses of the persons who are to serve as the initial Board of Directors until their successors are chosen, are as follows:

<u>Director</u>	<u>Address</u>
Paul Z. Fletcher	1548 The Greens Way, Suite 4 Jacksonville Beach, Florida 32250
Frank Treadwell	1548 The Greens Way, Suite 4 Jacksonville Beach, Florida 32250
Frances Hutchison	1548 The Greens Way, Suite 4 Jacksonville Beach, Florida 32250

C. The initial directors shall serve at the pleasure of Developer and may be reappointed or replaced, in the sole discretion of the Developer, until termination of Class B Membership.

D. At the first meeting at which the Class A and Class C members have the right to vote, the members of the Association entitled to vote thereat, shall elect the members of the Board of Directors by a plurality of votes cast at such election. At the first such election, such directors shall be elected to terms so that each year for the following three (3) years, the terms of one third of the directors shall expire. Thereafter, all directors shall serve terms of three (3) years.

E. If there is a removal, resignation, death or other vacancy of a director position, after the termination of the Class B membership, the vacancy shall be filled by the Board of Directors. A replacement director shall serve the remainder of the term of his predecessor.

F. No member of the Board of Directors, any committee of the Association, any officer of the Association, or any employee of the Association, shall be personally liable to any Member of the Association or to any other party, including the Association, for any damage, loss, prejudice or negligence of such person or group, provided that such person or group has, upon the basis of such information as may be possessed by him or them, acted in good faith, without willful or intentional misconduct.

G. The Board of Directors shall determine the amounts of Annual and Special Assessments in accordance with the provisions of the Declaration. Where there are multiple owners of the Lot or Yacht Basin Mooring Slip, such Owners shall be jointly and severally liable for the payment of the Assessments. In establishing the amount of the Assessments, the Board of Directors may not provide that a Member shall pay no Assessment except in accordance with the Declaration. The Assessments shall be fixed by the Board of Directors annually and shall be based upon the costs and expenses expected to be incurred in owning, operating and maintaining and improving the Common Property in the coming year and on the establishment of reasonable reserves for future use as deemed advisable by the Board of Directors and for such other costs and expenses as are required or permitted by the Declaration, Articles and Bylaws. The Annual Assessment may include any amounts to cover deficiencies from the previous year; or, at the end of each year, the Board of Directors, as an alternative to increasing the coming year's Annual Assessment, may make a Special Assessment above and beyond the Annual Assessment, if the costs and expenses of owning, operating, maintaining and improving Common Properties and performing its other duties in that year exceeded the amount of the Annual Assessment and other income received by the Association. Special Assessments for matters or activities deemed appropriate by the Board of Directors may be made at any time in accordance with the provisions of the Declaration.

ARTICLE X. DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than fifty one percent (51%) of the votes of each class of the members entitled to vote. In the event of termination, dissolution, final liquidation of the Association, the Association shall be conveyed or assigned to a similar not-for-profit corporation or public body, provided however, any responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42027, F.A.C. and be acceptable to the St. Johns River Water Management District prior to such termination of liquidation.

ARTICLE XI. TERM OF EXISTENCE/DISSOLUTION

The Association shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained in accordance with the laws of the State of Florida. The date on which corporate existence began is the date on which these Articles of Incorporation were filed with the Secretary of State.

ARTICLE XII. BY-LAWS

A. The Board of Directors shall adopt by a majority vote the original Bylaws of the Association.

B. The Bylaws may be amended, altered or rescinded upon the approval of the majority of the Board of Directors.

ARTICLE XIII. AMENDMENT OF ARTICLES

A. Prior to the termination of the Class B membership, these Articles may be amended by the Developer, without the consent or joinder of the Owners or Mortgagees. Thereafter, these Articles of Incorporation may be amended upon the proposal of the Board of Directors. Upon such proposal, a special meeting of the Members shall be called, the notice of which shall state that such proposal is to be voted upon at that meeting. The proposal shall be passed if fifty one percent (51%) of the votes of each class of members entitled to vote at a meeting in person or by proxy at which a quorum is present, in person or by proxy, vote to approve the proposal or by written consent of the members owning fifty one percent (51%) of the Lots and fifty one percent (51%) of the Yacht Basin Mooring Slip Owners.

B. If so approved, a certified copy of the said amendment shall be filed in the office of the Secretary of State of the State of Florida.

C. The Articles of Incorporation may be amended without consent or joinder from any party (i) to conform to the requirements of the Institutional Mortgagee or title insurance company(ies) or (ii) to comply with the requirement of any permitting or approval agency governing the development by the Property or (iii) to perfect, clarify, or make internally consistent the provisions herein.

ARTICLE XIV. INDEMNIFICATION

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative and any appeals thereof to which any such persons or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein provided. The foregoing right of indemnification shall not exclude any other rights, which such director may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance and in such amounts and providing such coverage as the Board may, from time to time, deem prudent.

IN WITNESS WHEREOF, the undersigned subscribing incorporator, has hereunto set his hand and seal this 28th day of October, 2003, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

Frank G. Treadwell
FRANK TREADWELL

STATE OF FLORIDA
COUNTY OF ST JOHNS

The foregoing AMENDED AND RESTATED ARTICLES OF INCORPORATION was acknowledged before me this 28th day of October, 2003, by Frank Treadwell, who is personally known to me and who did not take an oath.



Melissa S. Turra
Notary Public, State of Florida
Print Name Melissa S. Turra
Commission number: DD179391
My commission expires: 2-16-07

CERTIFICATE NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted:

That HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS' ASSOCIATION, INC., a corporation duly organized and existing under the laws of the State of Florida, with principal office, as indicated in the Articles of Incorporation at County of St. Johns, State of Florida, has named Marsh Landing Management Company, whose address is 4200 Marsh Landing Boulevard, Suite 200, Ponte Vedra Beach, Florida 32082 as its agent to accept service of process within this state.

Frances Hutchinson
FRANCES HUTCHISON, SECRETARY

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Florida Statute relative to keeping open said office.

MARSH LANDING MANAGEMENT COMPANY

By: _____

Name: _____

**AMENDED AND RESTATED BYLAWS
OF
HARBOUR ISLAND AT MARSH LANDING
HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I. - NAME AND LOCATION

The name of the corporation is Harbour Island at Marsh Landing Homeowners' Association, Inc., hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at 1548 The Greens Way, Suite 4, Jacksonville Beach, Florida 32250, but meetings of Members and directors may be held at such places within St. Johns or Duval County, Florida, as may be designated by the Board of Directors.

ARTICLE II. - DEFINITIONS

All capitalized terms set forth herein, except as specifically set forth herein, shall have the same meaning and definition as set forth in the Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing, recorded in Official Records Book 997, page 1273 of the public records of St. Johns County, Florida, as amended by that certain First Amendment to Declaration of Covenants recorded at Official Records Book 1040, page 1440 of the public records of St. Johns County, Florida, as amended by that certain Second Amendment to Declaration of Covenants recorded at Official Records Book 1155, page 384 of the public records of St. Johns County, Florida, as amended by that certain Third Amendment to Declaration of Covenants recorded at Official Records Book 1246, page 477 of the public records of St. Johns County, Florida, as amended by that certain Fourth Amendment to Declaration of Covenants recorded at Official Records Book 1307, page 996 of the public records of St. Johns County, Florida, as amended by that certain Amended and Restated Amendment to Declaration of Covenants of even date herewith to be recorded in the public records of St. Johns County, Florida, as may be further amended and as further supplemented from time to time (collectively, the "Declaration").

ARTICLE III. - MEETING OF MEMBERS

Section A. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular meeting of the Members shall be held on the same day of the same month of each year thereafter. Provided, however, if the only business to be transacted at the annual Member's meeting is the election of Directors, the meeting may be waived by the majority vote of the Board of Directors and the election shall be held by written ballot and written consent.

Section B. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors or upon written request of one-quarter (1/4) of the Class A or Class C Members.

Section C. Notice of Meeting.

1. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting by hand delivery to each Member or by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but no more than ninety (90) days before such meeting to each Member entitled to vote thereat. If mailed, the notice shall be addressed to the Member's address last appearing on the books of the Association for the purpose of notice or the address supplied by the Member to the Association. Said notice shall specify

the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

2. Any Member may, in writing signed by such Member, waive such notice and such waiver, when filed in the records of the Association whether before, at or after the holding of the meeting, shall constitute notice to such Member.

Section D. Quorum. The presence at the meeting of Members entitled to vote, or of proxies entitled to vote twenty percent (20%) of the votes of each class of membership, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, until a quorum as aforesaid shall be present or be presented.

Section E. Proxies. When entitled to vote, each Lot and Yacht Basin Mooring Slip shall be entitled to one (1) vote. If more than one person owns a Lot or Yacht Basin Mooring Slip, the vote shall be cast as the owners determine but in no event shall more than one (1) vote be cast for such Lot or Yacht Basin Mooring Slip. If an Owner owns more than one (1) Lot or Yacht Basin Mooring Slip, such Owner shall be entitled to one (1) vote for each Lot or Yacht Basin Mooring Slip such Owner owns. Provided however, if an Owner owns a Lot and all or a part of an adjacent Lot, which it occupies as a single building plot, the Owner shall have only one (1) vote. Owners of Lots with Appurtenant Yacht Mooring Slips shall have one (1) vote for the Appurtenant Yacht Mooring Slip and Lot combined.

At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the Secretary. Members may not vote by general proxy, but may vote by limited proxy. Limited proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or Bylaws or for any matter that requires or permits a vote of the Members. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period of longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it.

Section F. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted, the meeting and vote may be dispensed with if the applicable percentage of the Members who would have been required to vote upon the action, if such meeting were held, shall consent in writing to such action being taken. Copies of any such written consent shall be distributed in accordance with rules and regulations adopted by the Board of Directors and an executed copy placed in the corporate records.

ARTICLE IV. - BOARD OF DIRECTORS

Section A. Number. The affairs of this Association shall be managed by a Board of Directors of at least three (3) but not more than nine (9) Directors, who need not be members of the Association. Provided, however, until the Class B membership has terminated, the Board of Directors shall consist of three (3) directors appointed by the Class B member.

Section B. Term. Upon termination of the Class B membership, each Director shall hold office for a term of three (3) years. Provided, however, in connection with the initial election of Directors by the Class A and C members, the terms of the persons elected shall be staggered so that for the first three (3) years one-third (1/3) of the Directors are to be voted upon each year. After Class B membership terminates, all Directors shall be elected in accordance with the applicable provisions contained in the Articles of Incorporation of the Association.

Section C. Method of Nomination. Candidates for election may file a Petition of Candidacy, signed by not less than two members of the Board of Directors at least one week before the annual meeting. Alternatively, nominations may be made from the floor by Members at said meeting, provided, however, that such nominations must be seconded by at least three other Members.

Section D. Election. Election shall be by secret written ballot. The Members may cast, in respect to each vacancy, as many votes as they are entitled for each vacancy on the Board of Directors. In elections of Directors, Members may vote in person, at a meeting of Members or by ballot that the Member personally casts. Cumulative voting is not permitted. For the election of members of the Board of Directors, Members shall vote in person at a meeting of the Members or by a ballot that the Member personally casts.

Section E. Resignation and Removal. The unexcused absence of a Director from three consecutive regular meetings of the Board of Directors shall be deemed a resignation. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association at such a properly noticed meeting at which a quorum is present. If there is a death, resignation or removal of the Director, his successor shall be selected as provided in the Articles and he shall serve for the unexpired term of his predecessor. These provisions do not apply to Directors appointed by the Class B Member.

Section F. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section G. Action Taken Without a Meeting. To the extent permitted by law, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same affect as though taken at a meeting of the Directors.

Section H. Failure to Fill Vacancies. If there is a failure to fill vacancies on the Board of Directors sufficient to constitute a failure to obtain a quorum in accordance with the Articles, any Member may apply to the circuit court that has jurisdiction over the Property for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days before applying to the circuit court, the Member shall mail to the Association and post in a conspicuous place on the Common Property, a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time, the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted board of directors and shall serve until the Association fills the vacancies sufficient to constitute a quorum.

ARTICLE V. - MEETING OF DIRECTORS

Section A. Regular Meetings. During the period of time in which the Class B Member appoints the Directors, there shall be no required meetings of Directors, thereafter regular meetings of the Board of Directors shall be held quarterly without notice at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Notice of the meetings of the Directors shall be posted on the Common Property at least forty-eight hours in advance, except in an emergency. Notice of any meeting in which Assessments against Lot are to be established shall specifically contain a statement that Assessments shall be considered and statement of the nature of such Assessments. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section B. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three days notice to each Director.

Section C. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

ARTICLE VI. - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section A. Powers. The Board of Directors shall have power to:

1. Exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

2. Declare the office of the member of the Board of Directors to be vacant in the event that a Director is absent from three (3) consecutive regular meetings of the Board of Directors;

3. Employ a manager, bookkeeper, independent contractor or such other employees as they deem necessary to prescribe their duties.

4. Adopt and publish rules and regulations including fees, if any, governing the use of the Common Property, and the personal conduct of the Members and their guests thereon.

Section B. Duties.

1. Cause to be kept a complete record of all its corporate affairs, make such records available for inspection by any Member or his agent, and present an annual statement thereof to the Members.

2. Supervise all officers, agents and employees of the Association and see that their duties are properly performed.

3. Issue or cause an appropriate officer to issue, upon demand by any Member, a certificate setting forth whether or not any Assessment has been paid and giving evidence thereof for which a reasonable charge may be made. If such certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment.

4. Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such account on behalf of the Association, and cause persons to be bonded, if, in the sole discretion of the Board of Director, it may deem appropriate.

5. Prepare the proposed annual budget, submit the same to the membership for comments, and approve the annual budget.

6. Fix Annual Assessments and Special Assessments in an amount sufficient to meet the obligations imposed by the Declaration .

7. Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the Annual Assessment or of the first installment thereof.

8. Cause the lien against any Lot or Yacht Mooring Slip for which Assessments are not paid within thirty (30) days after due date to be foreclosed or cause an action at law to be brought against the Owner personally obligated to pay the same.

9. Cause the Common Property to be maintained in accordance with the Declaration.

10. Procure and maintain adequate liability and hazard insurance on all Common Property owned by the Association, and such other insurance as they deem necessary or as may be required by the Declaration.

11. Appoint such committees as prescribed herein and such other committees as the Board of Directors may, from time to time, deem necessary or appropriate.

12. Enforce and administer all of the provisions of the Declaration and the rules and regulations.

13. Retain minutes of all meetings of Members and of the Board of Directors in a businesslike manner, which shall be available for inspection by Members, or their authorized representatives, and Board of Directors members at reasonable times, for a proper purpose, which records shall be retained for at least seven (7) years.

ARTICLE VII. - OFFICERS AND THEIR DUTIES

Section A. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer and such officers as the Board of Directors may from time to time by resolution create which officers need not be members of the Association.

Section B. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section C. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section D. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall be necessary to make it effective.

Section F. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section G. Multiple Offices. The offices of President, Secretary and Assistant, and the offices of President and Vice President may not be held by the same person.

Section H. Duties. The duties of the officers are as follows:

1. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes and contracts as the Board of Directors may approve from time to time.

2. Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

3. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board of Directors.

4. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign any promissory notes and contracts of the Association; keep proper books of account; cause an annual review of the Association books to be made by public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board of Directors and to the membership at its regular annual meetings.

ARTICLE VIII - COMMITTEES

The Association shall appoint such committees as are provided in the Declaration and shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX - ASSOCIATION RECORDS

In accordance with the requirement of Section 617.303(4), the Official Records of the Association shall consist of:

Section A. General Records.

1. A copy of any plans, permits, warranties, and other items provided by Fletcher Realty III, Inc.
2. A copy of the Bylaws of the Association and of each amendment to the Bylaws.
3. A certified copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.
4. A copy of the current rules of the Association.

5. A book or books that contain the minutes of all meetings of the Association, of the board of directors, and of Members, which minutes shall be retained for a period of not less than 7 years.

6. A current roster of all Members and their mailing addresses, and, if known, telephone numbers.

7. All current insurance policies of the Association or a copy thereof.

8. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Owners have an obligation or responsibility.

Section B. Financial Records.

1. Accounting records for the Association and separate accounting records for each Lot or Yacht Basin Mooring Slip, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall be open to inspection by Members or their authorized representatives at reasonable times for proper business purposes. The failure of the Association to permit inspection of its accounting records by Members or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection.

2. The accounting records shall include, but are not limited to:

- a. Accurate, itemized, and detailed records of all receipts and expenditures.
- b. A current and a periodic statement of the account for each Member of the Association, designating the name of the Member, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
- c. All audits, reviews, accounting statements, and financial records of the Association.
- d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for the period of 1 year.

ARTICLE X. - AMENDMENT

Section A. Procedure. These Bylaws may be amended at a regular or special meeting of the Board of Directors by a majority vote of the Directors.

ARTICLE XI. - CORPORATE SEAL

The Association shall have a seal in circular form having, within its circumference, the name of the Association, the word "Florida", the words "Corporation not-for-profit" and the year of incorporation. An impression of the seal is affixed below.

ARTICLE XII. - MISCELLANEOUS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall prevail. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall prevail.

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of the following year.

The foregoing Bylaws of Harbour Island at Marsh Landing Homeowners' Association, Inc., a corporation not-for-profit under the laws of the State of Florida, were amended and restated at the meeting of the Board of Directors on the 28th day of October, 2003.

157568_v4

Bill of Sale

(not to be recorded in public records)

This Bill of Sale is dated this 28 day of October, 2003, and made effective December 20, 2002, between **FLETCHER REALTY III, INC.**, a Florida corporation, whose address is 1548 The Greens Way, Suite 4, Jacksonville Beach, Florida 32250 (hereinafter referred to as "First Party"), and **HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 4400 Marsh Landing Boulevard, Suite 3, Ponte Vedra Beach, Florida 32082 (hereinafter referred to as "Second Party").

The First Party, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to First Party in hand paid by Second Party, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, transferred, and delivered to Second Party and Second Party's heirs and assigns forever, the following goods and chattels:

All retaining walls, promenades, bulkheads, ramps, ramp landings, fixed docks, floating docks, floating finger docks, and all related goods and chattels (collectively, the "Docks") installed by First Party, or its designees, on that certain real property described on Exhibit "A" to that certain Quit Claim Deed (Lagoons) recorded in Official Records 1872, page 1527, as corrected in Official Records 1908, page 1347, of the public records of St. Johns County, Florida (the "Quit Claim Deed"), less and except the following described Docks:

In Tract L-4, THE HARBOUR AT MARSH LANDING UNIT THREE, REPLAT NUMBER TWO, as more particularly described on said Exhibit "A": Slips 611, 546, 458, 470, 471, 473, 476, 684 through 689, inclusive, and 692 through 695, inclusive; and

In Tract L-3, THE HARBOUR AT MARSH LANDING UNIT FIVE, as more particularly described on said Exhibit "A": Slip S-9 and Lot 1A/2A which provides access to Slip S-9; and

In Tract L-3, THE HARBOUR AT MARSH LANDING UNIT ONE, as more particularly described on said Exhibit "A": Slip S-10.

(hereinafter referred to as "Association Property").

Subject to any taxes for the year 2003 and subsequent years; and

Further subject to that certain Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing dated April 22, 1993 and recorded on June 23, 1993 at Official Records Book 997, page 1273 of the public records of St. Johns County, Florida, as amended by that certain First Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated November 5th, 1993 and recorded on March 3, 1994 at Official Records Book 1040, page 1440 of the public records of St. Johns County, Florida, as amended by that certain Second Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated January 10, 1996 and recorded on February 14, 1996 at Official Records Book 1155, page 384 of the public records of St. Johns County, Florida, as amended by that certain Third Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated April 24, 1997 and recorded on June 17, 1994 at Official Records Book 1246, page 477 of the public records of St. Johns County, Florida, as amended by that certain Fourth Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated March 12, 1998 and recorded on April 1, 1998 at Official Records Book 1307, page 996 of the public records of St. Johns County, Florida, as further amended and as further supplemented from time to time (collectively, the "Declaration").

First Party reserves, for itself, its successors, assigns and mortgagees, a delegable and assignable non-exclusive easement and right, but no obligation, to modify and alter, at First Party's sole expense, any and all storm water or surface water drainage facilities, pipes, conduits, pumps or equipment located within, on or under the Association Property. Upon completion, First Party agrees to restore such items to their prior condition. Additionally, First Party reserves the right, but not the obligation to enter onto the Association Property for the purpose of making additional improvements, repairing, restoring and maintaining the Association Property, if Second Party fails to do so.

First Party also reserves for itself easements and use rights, together with the right to assign said easements and use rights, over any and all of the remaining Yacht Mooring Slips, as defined in the Declaration, which have not yet been granted as of the effective date of the Quit Claim Deed, and over any Yacht Mooring Slips which may be re-conveyed to First Party subsequent to the date of the Quit Claim Deed, and further to receive and be entitled to any consideration paid to First Party for the assignment of said easements and use rights.

All members of the Association are granted a non-exclusive easement for use and enjoyment of the Association Property, which use and enjoyment shall be subject to (a) the terms and conditions of the Declaration, (b) reasonable rules and regulations enacted by Second Party from time to time, (c) payment of the assessments made by the Association for expenses incurred by the Association with respect to the maintenance and operation of the Association Property.

To have and to hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of First Party, either in law or in equity, to the only proper use, benefit and behoof of Second Party forever and subject to all prior easements and rights reserved thereover.

In witness whereof, First Party has caused these present to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year set forth in their notary acknowledgements below.

Signed, sealed and delivered
in the presence of

Sign: Melissa S. Tura
Print Name: Melissa S. Tura

Sign: Robert L. Johnson
Print Name: Robert L. Johnson

FLETCHER REALTY III, INC.,
a Florida corporation
By: Frank E. Treadwell
Frank E. Treadwell
Its Vice President

[CORPORATE SEAL]

whose address is:
1548 The Greens Way, Suite 4
Jacksonville Beach, Florida 32250

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 28th day of October, 2003, by Frank E Treadwell, President of FLETCHER REALTY III, INC., a Florida corporation, on behalf of the corporation, and who is personally known to me.



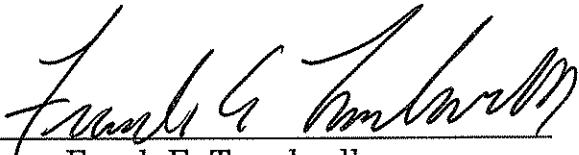
Melissa S. Tura
(Signature of Notary Public)
Melissa S. Tura
(Print Name of Notary Public)
NOTARY PUBLIC, State of Florida
My Commission expires: DD 179391
Commission No.: 2-16-07

**RESIGNATION OF REGISTERED AGENT
FOR A CORPORATION**

TO: The Board of Directors of HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Corporation")

Pursuant to the provisions of section 607.0502(2), 617.0502(2), 607.1509, or 617.1509, I hereby tender my resignation as Registered Agent for the Corporation. A copy of this resignation was delivered to the above listed corporation at its last known address.

The agency is terminated and the office discontinued as of October 28, 2003.




Frank E. Treadwell

HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC.

OFFICER RESIGNATION

I, Paul Z. Fletcher, do hereby resign as President of Harbour Island at Marsh Landing Homeowners Association, Inc., a corporation not for profit, organized under the laws of the State of Florida and affirm that the corporation has been notified in writing of the resignation.

Dated effective as of October 28, 2003.



Paul Z. Fletcher

HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC.

OFFICER RESIGNATION

I, Frank E. Treadwell, do hereby resign as Vice President and Treasurer of Harbour Island at Marsh Landing Homeowners Association, Inc., a corporation not for profit, organized under the laws of the State of Florida and affirm that the corporation has been notified in writing of the resignation.

Dated effective as of October 28, 2003.

A handwritten signature in cursive script that reads "Frank E. Treadwell". The signature is written in black ink and is positioned above a horizontal line.

Frank E. Treadwell

HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC.

OFFICER RESIGNATION

I, Frances F. Hutchinson, do hereby resign as Secretary of Harbour Island at Marsh Landing Homeowners Association, Inc., a corporation not for profit, organized under the laws of the State of Florida and affirm that the corporation has been notified in writing of the resignation.

Dated effective as of October 28, 2003.

Frances F. Hutchinson
Frances F. Hutchinson

HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC.

**CONSENT OF THE DIRECTORS
TO ACTIONS TAKEN
IN LIEU OF SPECIAL MEETING**

The undersigned, being all of the directors of HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Corporation"), hereby consent to the adoption of the following resolutions, as permitted by Section 617.0821, Florida Statutes:

WHEREAS, Paul Z. Fletcher, Frank E. Treadwell and Frances F. Hutchinson have tendered their resignations as officers of the Corporation (the "Resignations"); and

WHEREAS, the directors deem it to be in the best interests of the Corporation to accept the Resignations; it is

RESOLVED, that the directors accept the Resignations.

The undersigned Directors have executed this Consent as of October 28, 2003.



Paul Z. Fletcher, Director



Frank E. Treadwell



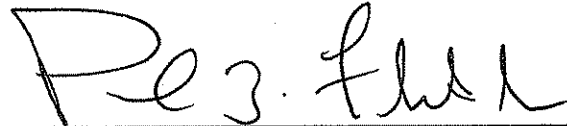
Frances F. Hutchinson

**HARBOUR ISLAND AT MARSH LANDING
HOMEOWNERS ASSOCIATION, INC.**

DIRECTOR RESIGNATION

I, Paul Z. Fletcher, do hereby resign as Director of Harbour Island at Marsh Landing Homeowners Association, Inc., a corporation not for profit, organized under the laws of the State of Florida and affirm that the corporation has been notified in writing of the resignation.

Dated effective as of October 28, 2003.

A handwritten signature in cursive script that reads "Paul Z. Fletcher". The signature is written in black ink and is positioned above a horizontal line.

Paul Z. Fletcher

**HARBOUR ISLAND AT MARSH LANDING
HOMEOWNERS ASSOCIATION, INC.**

DIRECTOR RESIGNATION

I, Frank E. Treadwell, do hereby resign as Director of Harbour Island at Marsh Landing Homeowners Association, Inc., a corporation not for profit, organized under the laws of the State of Florida and affirm that the corporation has been notified in writing of the resignation.

Dated effective as of October 28, 2003.

A handwritten signature in black ink, appearing to read "Frank E. Treadwell", written over a horizontal line.

Frank E. Treadwell

**HARBOUR ISLAND AT MARSH LANDING
HOMEOWNERS ASSOCIATION, INC.**

DIRECTOR RESIGNATION

I, Frances F. Hutchinson, do hereby resign as Director of Harbour Island at Marsh Landing Homeowners Association, Inc., a corporation not for profit, organized under the laws of the State of Florida and affirm that the corporation has been notified in writing of the resignation.

Dated effective as of October 28, 2003.

Frances F. Hutchinson
Frances F. Hutchinson

HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC.

**CONSENT OF THE MEMBER
TO ACTIONS TAKEN
IN LIEU OF SPECIAL MEETING**

The undersigned, being the sole Class B Member of HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Corporation"), hereby consents to the adoption of the following resolutions, as permitted by Section 617.0701, Florida Statutes:

WHEREAS, Paul Z. Fletcher, Frank E. Treadwell and Frances F. Hutchinson have tendered their resignations as members of the Board of Directors of the Corporation (the "Resignations"); and

WHEREAS, the Class B Member deems it to be in the best interests of the Corporation to accept the Resignations; it is

RESOLVED, that the Class B Member accepts the Resignations.

The undersigned Class B Member has caused this Consent to be duly executed as of

October 28, 2003.

FLETCHER REALTY III, INC.,
a Florida corporation, Class B Member

By: _____



Paul Z. Fletcher
Its President

HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC.

Termination of Class B Membership

Pursuant to Article III.4. of the Declaration of Community Covenants for Harbour Island at Marsh Landing dated April 22, 1993, ~~2003~~, recorded in Official Records Book 997, Page 1273, of the the public records of St. Johns County, Florida, as amended, the Class B Member of Harbour Island at Marsh Landing Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"), hereby designates as follows:

1. The undersigned is the sole Class B Member of the Association;
2. The Class B Membership in the Association is terminated effective as of October 28, 2003;
3. The voting privileges of the Class B Membership are revoked as of October 28, 2003; and
4. The Class B Membership shall have no further obligation to the Association as of October 28, 2003.

FLETCHER REALTY III, INC.,
a Florida corporation

By: 

Paul Z. Fletcher, President

**POST-TURNOVER AGREEMENT
HARBOUR ISLAND AT MARSH LANDING**

THIS POST-TURNOVER AGREEMENT is made effective as of the ____ day of October 2003, by and between **FLETCHER REALTY III, Inc.**, a Florida corporation (the "Developer") and **HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS' ASSOCIATION, INC.**, a Florida non-for-profit corporation (the "Association").

RECITALS

A. On the date hereof, the Developer has turned over control of the homeowners' association for Harbour Island at Marsh Landing Homeowners' Association to the Association in accordance with Florida Statutes § 720.307.

B. Developer and Association have agreed to enter into this Agreement to evidence the terms and conditions of certain post-turnover obligations of each party, as set forth in this Agreement.

NOW THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Post Turnover Matters. The Developer agrees to satisfy and complete the items set forth in Exhibit A within forty-five (45) days after the date hereof.
3. Further Assurances. Association agrees to cooperate with Developer, after turnover of the homeowners' association contemplated herein, to effectuate or evidence the transfer of control of the homeowners' association from Developer to Association. Developer agrees to cooperate with the Association, after turnover of the homeowners' association contemplated herein, to effectuate or evidence the transfer of control of the homeowners' association from Developer to Association.
4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

Developer and Association have executed this Agreement on the date first above written.

FLETCHER REALTY III, Inc., a Florida corporation

HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation

By: _____

Paul Z. Fletcher, Its President

By: _____

(Please print name and title)

EXHIBIT A

Landscaping

1. Replace certain diseased landscaping on Annapolis Lane, Bristol Place and Harbour View
2. Replace Canary Date palm removed from Bristol Place island cul-de-sac together with plants damaged during the removal of the palm
3. Remove "boots" from common palm trees along Harbour View Drive
4. Add additional border grass along Newport Lane island
5. Replace yellow leaf plants in the turnaround island at lots 7 and 8 (Estates) with shade tolerant vegetation

Lagoon System / Docks / Bulkhead

6. Repair holes in bulkhead **[Need to identify all builders and owners who have penetrated the ICW bulkhead with drainage pipes, as they will be responsible for all repairs and costs.]**
7. Replace brace on boat slip in lagoon with a stainless steel brace
8. Clean the bumpers, pier caps, and dock slips in the Yacht Basin (#s 1-94) at a maximum cost of \$3,400
9. Level 36 finger piers, add flotation tubs to finger piers, install 15 pipe hangers, reset starboard screws, replace fascia board, repair 3 timber walers, replace plate for stiff arm, rework 2 water lines (maximum cost of \$4,510)
10. Jet under the Froman and Durity docks

Streets and Sidewalks

11. Pressure clean curbs as needed (Annapolis Way, Harbour View Drive from Admirals Way So to northern cul de sac)
12. With respect to sidewalks on north side of yacht basin during the three (3) year period from the date of this Agreement, Developer agrees to be financially responsible (up to a maximum of \$25,000.00) for excessive settling (defined as a greater than ½" differential), as determined by a surveyor (based on visual inspection and shooting elevations)
13. Replace curbing as needed: Harbor View Drive Bristol Place; parking lot; Unit 1, lots 13 and 14; Unit 3, lots 11 and 28; Unit 4, lots 1 and 4;
14. Repair asphalt depressions: Harbour View @ Bridge; Harbour Master Ct.; Harbour View Drive; Newport Lane
15. Repair asphalt patches and pot holes: Harbour View Drive
16. Repair dip in road (24614 road dips at catch basin)
17. Repair subsidence around manholes: 100 Harbour Master Court, 108 Harbour Master Court, 116 Harbour Master Ct., 24617 Harbour View Drive, 24625 Harbour View Drive, 24744 Harbour View Drive, 117 Bristol Place, 129 Bristol Place, 133 Bristol Place
18. The bands at the circle Unit 1, lots 13/14 (Deardoff) need to be replaced

Drainage System

19. Repair curbing to drain properly: Harbour View Drive and Harbour Master Drive; 197 Admirals Way
20. Replace curb: Cutter Court cul-de-sac
21. Replace storm grate on Bristol Place
22. Replace broken concrete inlet at Unit 1, lot 10

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**POST-TURNOVER AGREEMENT
HARBOUR ISLAND AT MARSH LANDING**

THIS POST-TURNOVER AGREEMENT is made effective as of the ____ day of October 2003, by and between **FLETCHER REALTY III, Inc.**, a Florida corporation (the "Developer") and **HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS' ASSOCIATION, INC.**, a Florida non-for-profit corporation (the "Association").

RECITALS

A. On the date hereof, the Developer has turned over control of the homeowners' association for Harbour Island at Marsh Landing Homeowners' Association to the Association in accordance with Florida Statutes § 720.307.

B. Developer and Association have agreed to enter into this Agreement to evidence the terms and conditions of certain post-turnover obligations of each party, as set forth in this Agreement.

NOW THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Post Turnover Matters. The Developer agrees to satisfy and complete the items set forth in Exhibit A within forty-five (45) days after the date hereof.
3. Further Assurances. Association agrees to cooperate with Developer, after turnover of the homeowners' association contemplated herein, to effectuate or evidence the transfer of control of the homeowners' association from Developer to Association. Developer agrees to cooperate with the Association, after turnover of the homeowners' association contemplated herein, to effectuate or evidence the transfer of control of the homeowners' association from Developer to Association.
4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

Developer and Association have executed this Agreement on the date first above written.

FLETCHER REALTY III, Inc., a Florida corporation

HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation

By: _____

Paul Z. Fletcher, Its President

By: _____

(Please print name and title)

EXHIBIT A

Landscaping

1. Replace certain diseased landscaping on Annapolis Lane, Bristol Place and Harbour View
2. Replace Canary Date palm removed from Bristol Place island cul-de-sac together with plants damaged during the removal of the palm
3. Remove "boots" from common palm trees along Harbour View Drive
4. Add additional border grass along Newport Lane island
5. Replace yellow leaf plants in the turnaround island at lots 7 and 8 (Estates) with shade tolerant vegetation

Lagoon System / Docks / Bulkhead

6. Repair holes in bulkhead **[Need to identify all builders and owners who have penetrated the ICW bulkhead with drainage pipes, as they will be responsible for all repairs and costs.]**
7. Replace brace on boat slip in lagoon with a stainless steel brace
8. Clean the bumpers, pier caps, and dock slips in the Yacht Basin (#s 1-94) at a maximum cost of \$3,400
9. Level 36 finger piers, add flotation tubs to finger piers, install 15 pipe hangers, reset starboard screws, replace fascia board, repair 3 timber walers, replace plate for stiff arm, rework 2 water lines (maximum cost of \$4,510)
10. Jet under the Froman and Durity docks

Streets and Sidewalks

11. Pressure clean curbs as needed (Annapolis Way, Harbour View Drive from Admirals Way So to northern cul de sac)
12. With respect to sidewalks on north side of yacht basin during the three (3) year period from the date of this Agreement, Developer agrees to be financially responsible (up to a maximum of \$25,000.00) for excessive settling (defined as a greater than ½" differential), as determined by a surveyor (based on visual inspection and shooting elevations)
13. Replace curbing as needed: Harbor View Drive Bristol Place; parking lot; Unit 1, lots 13 and 14; Unit 3, lots 11 and 28; Unit 4, lots 1 and 4;
14. Repair asphalt depressions: Harbour View @ Bridge; Harbour Master Ct.; Harbour View Drive; Newport Lane
15. Repair asphalt patches and pot holes: Harbour View Drive
16. Repair dip in road (24614 road dips at catch basin)
17. Repair subsidence around manholes: 100 Harbour Master Court, 108 Harbour Master Court, 116 Harbour Master Ct., 24617 Harbour View Drive, 24625 Harbour View Drive, 24744 Harbour View Drive, 117 Bristol Place, 129 Bristol Place, 133 Bristol Place
18. The bands at the circle Unit 1, lots 13/14 (Deardoff) need to be replaced

Drainage System

19. Repair curbing to drain properly: Harbour View Drive and Harbour Master Drive; 197 Admirals Way
20. Replace curb: Cutter Court cul-de-sac
21. Replace storm grate on Bristol Place
22. Replace broken concrete inlet at Unit 1, lot 10

1311007_v4

HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC.

MINUTES OF SPECIAL MEETING OF DIRECTORS

October 28, 2003

A special meeting (the "Meeting") of the Board of Directors of HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Corporation"), was held on the 28th day of October, 2003. Paul Fletcher, Frank Treadwell and Frances Hutchinson, all of the Directors of the Corporation, attended the Meeting.

Call to Order: Paul Fletcher called the Meeting to Order.

Actions taken:

- Certain Association documents were amended;
- The resignation of the existing registered agent was accepted and a new registered agent was appointed;
- The resignations of existing officers and directors were accepted;
- The Class B Membership in the Association was terminated; and
- Turnover of control of the Association by the Class B Member to the Class A Members was effectuated and certain documents relating to the turnover were executed.

Appointment of new Directors;

After discussion, and upon motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, that the following individuals be appointed as Directors of the Corporation and assume the duties and responsibilities fixed by the Bylaws and to serve until their respective successors are elected and qualified.

RESOLVED, that all acts, decisions, proceedings, elections and appointments by the Directors and Officers of the Corporation for the preceding year be and hereby are approved.

There being no further business to come before the Meeting, upon motion duly made and seconded, the Meeting was adjourned.

Respectively submitted,

**HARBOUR ISLAND AT
MARSH LANDING HOMEOWNERS' ASSOCIATION, INC.**

**CONSENT OF THE DIRECTORS
TO ACTIONS TAKEN
IN LIEU OF SPECIAL MEETING**

The undersigned, being all of the directors of HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit (the "Corporation"), hereby consent to the adoption of the following resolution, as permitted by Section 617.0821, Florida Statutes:

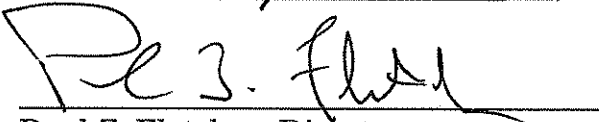
WHEREAS, the Corporation was established pursuant to the Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing, recorded in Official Records Book 997, page 1273 of the public records of St. Johns County, Florida, as amended (the "Declaration"); and

WHEREAS, the directors of the Corporation have the power to establish the number of members to be elected to the Board of Directors in connection with the termination of the Class B membership in the Corporation and the subsequent turnover of control of the Corporation; and

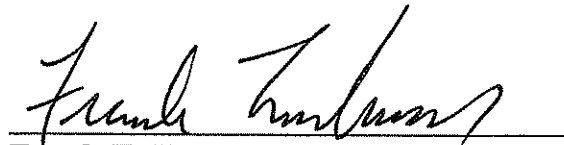
WHEREAS, the directors believe it to be in the best interests of the Corporation to set the number of directors to be elected in connection with the termination of the Class B membership and subsequent turnover of control of the Corporation to be five (5); it is

RESOLVED, that the number of directors to be elected in connection with the termination of the Class B Membership and subsequent turnover of control of the Corporation shall be five (5).

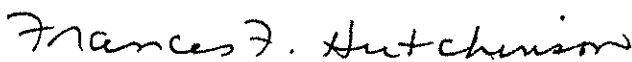
IN WITNESS WHEREOF, the undersigned Directors have executed this consent as of September 16, 2003.



Paul Z. Fletcher, Director



Frank E. Treadwell, Director



Frances F. Hutchinson, Director

**HARBOUR ISLAND AT
MARSH LANDING HOMEOWNERS' ASSOCIATION, INC.**

**CONSENT OF THE DIRECTORS
TO ACTIONS TAKEN
IN LIEU OF SPECIAL MEETING**

The undersigned, being all of the directors of HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit (the "Corporation"), hereby consent to the adoption of the following resolutions, as permitted by Section 617.0821, Florida Statutes:

WHEREAS, the Corporation was established pursuant to the Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing, recorded in Official Records Book 997, page 1273 of the public records of St. Johns County, Florida, as amended (the "Declaration"); and

WHEREAS, Fletcher Realty III, Inc., a Florida corporation, was the Developer and Declarant under the Declaration; and

WHEREAS, the Developer has advised the Corporation of its intent to terminate the Class B membership in the Corporation and to turnover control of the Corporation to the Class A and Class C Members pursuant to the terms of the Declaration; and

WHEREAS, the directors believe it to be in the best interests of the Corporation to establish a transition committee (the "Turnover Transition Committee") to monitor, manage and assist in the turnover of control of the Corporation to the Class A and Class C Members of the Corporation; it is

RESOLVED, that the Turnover Transition Committee is hereby established, effective as of January 1, 2002, as an official committee of the Association; and it is

FURTHER RESOLVED, that the Turnover Transition Committee shall consist of six (6) members who shall be appointed, removed and replaced by the directors in their sole and absolute discretion; and it is

FURTHER RESOLVED, that the following individuals are hereby appointed to serve as the first members of the Turnover Transition Committee:

Rex Howe

Rocco D. Larizza

Ted Robinson

Tim Schmactenberger

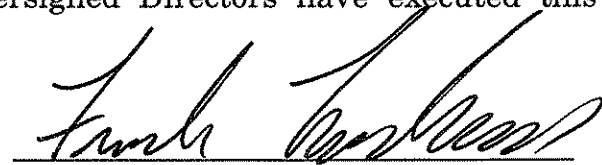
Gasper Lazzara

Kathryn Durity

IN WITNESS WHEREOF, the undersigned Directors have executed this consent as of September 16, 2003.



Paul Z. Fletcher, Director



Frank E. Treadwell, Director



Frances F. Hutchinson, Director

**HARBOUR ISLAND AT
MARSH LANDING HOMEOWNERS' ASSOCIATION, INC.**

**CONSENT OF THE DIRECTORS
TO ACTIONS TAKEN
IN LIEU OF SPECIAL MEETING**

The undersigned, being all of the directors of HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit (the "Corporation"), hereby consent to the adoption of the following resolution, as permitted by Section 617.0821, Florida Statutes:

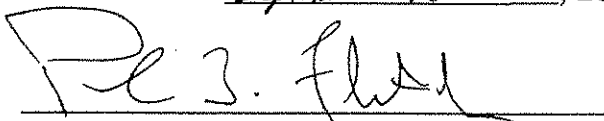
WHEREAS, the Corporation was established pursuant to the Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing, recorded in Official Records Book 997, page 1273 of the public records of St. Johns County, Florida, as amended (the "Declaration"); and

WHEREAS, the directors of the Corporation have the power to establish the number of members to be elected to the Board of Directors in connection with the termination of the Class B membership in the Corporation and the subsequent turnover of control of the Corporation; and

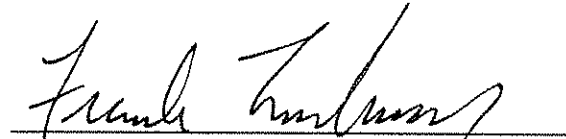
WHEREAS, the directors believe it to be in the best interests of the Corporation to set the number of directors to be elected in connection with the termination of the Class B membership and subsequent turnover of control of the Corporation to be five (5); it is

RESOLVED, that the number of directors to be elected in connection with the termination of the Class B Membership and subsequent turnover of control of the Corporation shall be five (5).

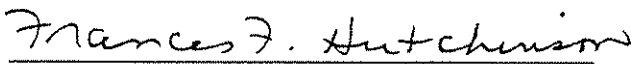
IN WITNESS WHEREOF, the undersigned Directors have executed this consent as of September 16, 2003.



Paul Z. Fletcher, Director



Frank E. Treadwell, Director



Frances F. Hutchinson, Director

**HARBOUR ISLAND AT
MARSH LANDING HOMEOWNERS' ASSOCIATION, INC.**

**CONSENT OF THE DIRECTORS
TO ACTIONS TAKEN
IN LIEU OF SPECIAL MEETING**

The undersigned, being all of the directors of HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit (the "Corporation"), hereby consent to the adoption of the following resolutions, as permitted by Section 617.0821, Florida Statutes:

WHEREAS, the Corporation was established pursuant to the Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing, recorded in Official Records Book 997, page 1273 of the public records of St. Johns County, Florida, as amended (the "Declaration"); and

WHEREAS, Fletcher Realty III, Inc., a Florida corporation, was the Developer and Declarant under the Declaration; and

WHEREAS, the Developer has advised the Corporation of its intent to terminate the Class B membership in the Corporation and to turnover control of the Corporation to the Class A and Class C Members pursuant to the terms of the Declaration; and

WHEREAS, the directors believe it to be in the best interests of the Corporation to establish a transition committee (the "Turnover Transition Committee") to monitor, manage and assist in the turnover of control of the Corporation to the Class A and Class C Members of the Corporation; it is

RESOLVED, that the Turnover Transition Committee is hereby established, effective as of January 1, 2002, as an official committee of the Association; and it is

FURTHER RESOLVED, that the Turnover Transition Committee shall consist of six (6) members who shall be appointed, removed and replaced by the directors in their sole and absolute discretion; and it is

FURTHER RESOLVED, that the following individuals are hereby appointed to serve as the first members of the Turnover Transition Committee:

Rex Howe

Rocco D. Larizza

Ted Robinson

Tim Schmactenberger

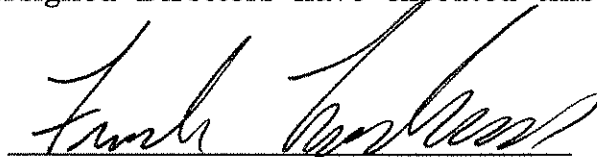
Gasper Lazzara

Kathryn Durity

IN WITNESS WHEREOF, the undersigned Directors have executed this consent as of September 16, 2003.



Paul Z. Fletcher, Director



Frank E. Treadwell, Director



Frances F. Hutchinson, Director

FLETCHER REALTY III, INC.
CONSENT OF THE DIRECTORS
TO ACTIONS TAKEN
IN LIEU OF SPECIAL MEETING

The undersigned, being all of the directors of FLETCHER REALTY III, INC., a Florida corporation (the "Corporation"), hereby consent to the adoption of the following resolutions, as permitted by Section 607.0821, Florida Statutes:

WHEREAS the Corporation is the developer of Harbour Island at Marsh Landing and is a Class B Member of the Harbour Island at Marsh Landing Homeowners Association, Inc. (the "Association"), as such terms are defined in the Declaration of Community Covenants for Harbour Island at Marsh Landing, recorded in Official Records Book 997, page 1273, of the public records of St. Johns County, Florida, as amended (the "Declaration"); and

WHEREAS the Class B Member has decided to terminate the Class B Membership in the Association pursuant to the terms of the Declaration; it is hereby

RESOLVED that each and any of the officers of the Corporation are hereby authorized to execute and deliver on behalf of the Corporation any and all documents, instruments, affidavits, certificates and agreements as may be necessary or required to amend the Declaration, any Association documents and any other documents relating to the transfer of control from the Class B Member to the Class A Members of the Association and to effect the termination of said Class B Membership in the Association.

The undersigned Directors have executed this Consent as of October 28, 2003



Paul Z. Fletcher, Director



Jerome S. Fletcher, Director



Robert L. Johnson, Director

EXHIBIT A

CERTIFIED COPY OF CORPORATE RESOLUTION
OF
FLETCHER REALTY III, INC.


I, Judy V. Buckner, the Assistant Secretary of Fletcher Realty III, Inc., a Florida corporation (the "Corporation"), DO HEREBY CERTIFY that the following is a true and correct copy of the resolution adopted by the Board of Directors of the Corporation at a meeting of the Board of Directors held on October 28, 2003:

WHEREAS the Corporation is the developer of Harbour Island at Marsh Landing and is a Class B Member of the Harbour Island at Marsh Landing Homeowners Association, Inc. (the "Association"), as such terms are defined in the Declaration of Community Covenants for Harbour Island at Marsh Landing, recorded in Official Records Book 997, page 1273, of the public records of St. Johns County, Florida, as amended (the "Declaration"); and

WHEREAS the Class B Member has decided to terminate the Class B Membership in the Association pursuant to the terms of the Declaration; it is hereby

RESOLVED that each and any of the officers of the Corporation are hereby authorized to execute and deliver on behalf of the Corporation any and all documents, instruments, affidavits, certificates and agreements as may be necessary or required to amend the Declaration, any Association documents and any other documents relating to the transfer of control from the Class B Member to the Class A Members of the Association and to effect the termination of said Class B Membership in the Association.

IN WITNESS WHEREOF, I have affixed my name as Secretary of this Corporation and have affixed the Corporate Seal of the Corporation this 28th day of October, 2003.



Judy V. Buckner, Assistant Secretary

Prepared by, record & return to:
Fred H. Kent, III, Esquire
Marks Gray, P.A.
1200 Riverplace Blvd., Suite 800
Jacksonville, FL 32207

Public Records of
St. Johns County, FL
Clerk # 2006024160,
O.R. 2674 PG 348-350
03/30/2006 at 03:07 PM,
REC. \$13.00 SUR. \$14.00

**FIFTH AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS
of
HARBOUR ISLAND AT MARSH LANDING**

This Fifth Amendment To Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing is made this 21st day of February, 2006 by **HARBOUR ISLAND AT MARSH LANDING HOMEOWNER'S ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "Association").

WHEREAS, the real property within Harbour Island at Marsh Landing is subject to all of the terms and conditions set forth in the Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing dated April 22, 1993 and recorded on June 23, 1993 at Official Records Book 997, page 1273 of the public records of St. Johns County, Florida, as amended by (i) that certain First Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated November 5th, 1993 and recorded on March 3, 1994 at Official Records Book 1040, page 1440 of the public records of St. Johns County, Florida, as amended by (ii) that certain Second Amendment to Declaration of Covenants, Restrictions, and Easements of Harbour Island at Marsh Landing dated January 10, 1996 and recorded on February 14, 1996 at Official Records Book 1155, page 384 of the public records of St. Johns County, Florida, as amended by (iii) that certain Third Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated April 24, 1997 and recorded on June 17, 1994 at Official Records Book 1246, page 477 of the public records of St. Johns County, Florida, as amended by (iv) that certain Fourth Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated March 12, 1998 and recorded on April 1, 1998 at Official Records Book 1307, page 996 of the public records of St. Johns County, Florida, as amended by (v) that certain Amended and Restated Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated October 28, 2003 and recorded on November 20, 2003 at Official Records Book 2092, page 1575 of the public records of St. Johns County, Florida, as further amended herein and as further amended and as supplemented from time to time (collectively, the "Declaration").

WHEREAS, **FLETCHER REALTY III, INC.**, a Florida corporation, as the Developer, the Declarant under the Declaration and the sole Class "B" member of the Association as defined in the Declaration, turned over control of the Association to its members effective October 28, 2003 (the "Turnover Date"), and

WHEREAS, in accordance with the provisions of Section XVII.3 of the Declaration, the Association

desires to make certain amendments to the Declaration as more fully set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Association hereby declares:

1. **General.** Unless set forth herein to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Declaration.

2. **Uniform Rate and Maximum Amount of Annual Assessment.** Section IV.4 is amended to add the following paragraph between the first and second paragraphs of the section:

“Prior to the Turnover Date, Developer entered into an agreement with certain Class C members which allows those Class C members to pay annual assessments and special assessments in an amount equal to Fifty percent (50%) of the annual assessments and special assessments paid by Class A members (the “Special Rate”). The Class C members are: E. ANDRUS HEALY and ERIN R. HEALY (Slip #551), WILLIAM S. FELLNER and MARY L. FELLNER (Slip #464) and JAMES R. SWANSON DECLARATION OF TRUST U/A DATED MAY 13, 1992 (#602) (the “Excepted Class C Members”). Developer is the owner of Fifteen (15) of the Yacht Basin Mooring Slips (Slip #s 546, 548, 470, 471, 473, 476, 579, 684, 685, 686, 687, 688, 689, 692, and 695) and also pays the Special Rate for each Yacht Basin Mooring Slip owned by the Developer. The amount payable by Class A members for annual assessments and special assessments as defined in the Declaration for each Appurtenant Yacht Mooring Slip shall be referred to as the “Regular Rate”.

If any Excepted Class C Member named above or the Developer transfers ownership of all or any portion of an Appurtenant Yacht Mooring Slip or a Yacht Basin Mooring Slip (the preceding described events shall be referred to as “Special Rate Terminating Events”), the right of the owner of the affected Yacht Mooring Slip to pay the Special Rate immediately following a Special Rate Terminating Event shall be and is hereby immediately terminated. A Special Rate Terminating Event shall include any voluntary and involuntary ownership transfers, including, without limitation, those to heirs, devisees, trusts or any other person or entity. The owner of the affected Yacht Mooring Slip shall be obligated to pay the Regular Rate for all annual and special assessments, and the Regular Rate for all annual and special assessments shall begin to accrue, as of the date of the Special Rate Terminating Event. If a Special Rate Terminating Event occurs after a special assessment has been approved, the owner of the affected Yacht Mooring Slip shall be obligated to pay such special assessment at the Regular Rate.

3. **Use Restrictions.** Section IX.4 (f) is amended and restated in its entirety as follows:

“Jet skis and similar personalized watercraft shall be permitted in the Lagoon System; provided, however, that the use and operation of jet skis and any such similar personalized watercraft, (i) shall require that such watercraft be operated within the Lagoon System at “Dead Idle/No Wake” speed at all times, and (ii) while operating within the Lagoon System, such personalized watercraft shall not have a noise level that is greater than the noise level produced by small boats while operating at “Dead Idle/No Wake” speed. If necessary, such watercraft shall be outfitted with a muffler or similar device to reduce the noise level as required herein.

Notwithstanding anything in the Declaration to contrary regarding the modification or permitted improvements to Appurtenant Yacht Mooring Slips or Yacht Basin Mooring Slips, including, without limitation, Section X.1(c), as amended and restated, owners of Appurtenant Yacht Mooring Slips or Yacht Basin Mooring Slips may, subject to prior written approval of the Board, add a floating dock to accommodate jet skis only. Such floating docks shall be docks with the brand name "Jet Dock" or shall be substantially similar to docks with the brand name "Jet Dock" and "black" shall be the only permitted color for such docks.

We, the undersigned, as the duly authorized officers of the Association certify that the foregoing Fifth Amendment to Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing was duly proposed and adopted in accordance with Section XVII.3 of the Declaration and in accordance with the Charter and Bylaws of the Association.

Signed, sealed and delivered
in the presence of

Janet C. Pritchett
Janet Pritchett
S. Patricia McInerney
S. Patricia McInerney

HARBOUR ISLAND AT MARSH LANDING
HOMEOWNER'S ASSOCIATION, INC

By: Bill Dennis, its President

"ASSOCIATION"

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of FEBRUARY 2006 by BILL DENNIS, as President of HARBOUR ISLAND AT MARSH LANDING HOMEOWNER'S ASSOCIATION, INC, a Florida not-for-profit corporation, who is personally known to me and/or who has produced _____ (type of identification) as identification.

(Notarial Seal)

Ina Sue Atkinson
Signature of Notary Public
Notary Public, State of Florida
My commission expires: 04-17-09

